EXHIBIT C

Case 4:20-cv-00160 Document 1-3 Filed on 01/15/20 in TXSD Page 2 of 30 12/11/2019 2:14 PM

Marilyn Burgess - District Clerk Harris County

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§	IN THE JUDICIAL COURT OF
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§ §	HARRIS COUNTY, TEXAS
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PLAINTIFFS' ORIGINAL PETITION, JURY DEMAND, AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT

CATTOR NEO

COMES NOW, Juan and Shelly Nunez ("Plaintiffs"), and files **Plaintiffs' Original Petition, Jury Demand, and Request for Disclosure**, complaining of Allstate Vehicle and Property Insurance Company ("Allstate") and Martin Jackie Ray, Jr. ("Ray") (or collectively "Defendants") and for cause of action, Plaintiffs respectfully shows the following:

DISCOVERY CONTROL PLAN

1. Plaintiffs intend to conduct discovery under Level 3, Texas Rules of Civil Procedure 190.4.

PARTIES

- 2. Plaintiffs Juan and Shelly Nunez, reside in Harris County, Texas.
- Defendant, Allstate Vehicle and Property Insurance Company, is an Illinois insurance company, engaged in the business of insurance in the State of Texas. Plaintiffs request service of citation upon Allstate Vehicle and Property Insurance Company, through its registered agent for service: c/o CT Corporation System, 1999 Bryan Street, Suite 900,

<u>Dallas, Texas 75201-3136</u>. Plaintiffs request service at this time.

4. Defendant Martin Jackie Ray, Jr. is an individual resident of Lufkin, Texas. Ray may be served with citation at the address listed with the Texas Department of Insurance: <u>2406</u>
<u>Frank Avenue, Apt. 109, Lufkin, Texas 75904-8367</u>. Plaintiffs request service at this time.

JURISDICTION

- The Court has jurisdiction over Allstate Vehicle and Property Insurance Company because this Defendant engages in the business of insurance in the State of Texas, and the causes of action arise out of Allstate's business activities in the state, including those in Harris County, Texas, with reference to this specific case.
- 6. The Court has jurisdiction over Ray because this Defendant engages in the business of adjusting insurance claims in the State of Texas, and the causes of action arise out of this Defendant's business activities in the State of Texas, including those in Harris County, Texas, with reference to this specific case.

VENUE

7. Venue is proper in Harris County, Texas because the insured property is located in Harris County, Texas, and all or a substantial part of the events giving rise to this lawsuit occurred in Harris County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.032.

FACTS

- 8. Plaintiffs assert claims for breach of contract, common law bad faith, violations of sections 541 and 542 of the Texas Insurance Code, and violations of the Texas DTPA.
- 9. Plaintiffs own an Allstate Vehicle and Property Insurance Company insurance policy,

- number 000838681903 ("the Policy"). At all relevant times, Plaintiffs owned the insured premises located at <u>6722 Carrington Ridge Lane Humble</u>, <u>Texas 77346</u> ("the Property").
- 10. Allstate Vehicle and Property Insurance Company or its agent sold the Policy, insuring the Property, to Plaintiffs. Allstate Vehicle and Property Insurance Company represented to Plaintiffs that the Policy included hail and windstorm coverage for damage to Plaintiffs' Property.
- On or about May 10, 2019, the Property sustained extensive damage resulting from a severe storm that passed through the Humble/Harris County, Texas area.
- 12. In the aftermath of the hail and windstorm, Plaintiffs submitted a claim to Allstate against the Policy for damage to the Property. Allstate assigned claim number 000545261273 to Plaintiffs claim.
- 13. Plaintiffs asked Allstate to cover the cost of damage to the Property pursuant to the Policy.
- 14. Allstate hired or assigned its agent, Ray, to inspect and adjust the claim. Ray conducted an inspection on or about May 18, 2019, according to the information contained in his estimate. Ray's findings generated an estimate of damages totaling \$9,441.66. After the application of depreciation and \$3,820.00 deductible, Plaintiffs were left without adequate funds to make repairs on the entirety of their claim.
- 15. Allstate, through its agent, Ray, conducted a substandard and improper inspection of the Property, which grossly undervalued the cost of repairs in its estimate and yielded an unrealistic amount to underpay coverage.
- 16. Allstate and Ray have ultimately refused full coverage which includes, but is not limited to, replacement of the roof and additional interior damage. Specifically, Ray found damage

under deductible. The third-party inspector hired to review the damage to the Property found damage to the roof, vents, flashings, windows, window screens, gutters, and downspouts. The storm compromised the integrity of the roof allowing water to enter, causing water damage to the following areas of the interior: kitchen/dining room, living room, master bedroom and master closet.

- 17. The damage to Plaintiffs Property is currently estimated at \$19,602,300.
- 18. Ray had a vested interest in undervaluing the claims assigned to him by Allstate in order to maintain his employment. The disparity in the number of damaged items in his report compared to that of the third-party inspector's as well as the difference in valuation is evidence of unfair claims handling practices on the part of Ray.
- 19. Furthermore, Ray was aware of Plaintiffs' deductible prior to inspecting the Property. Ray had advanced knowledge of the damages be needed to document in order to be able to deny the claim.
- 20. Ray misrepresented the actual amount of damage Plaintiffs Property sustained in addition to how much it would cost to repair the damage. Ray made these misrepresentations as a licensed Texas adjuster with the hope that Plaintiffs would rely on his expertise and accept the bad faith estimate as a true representation of the damages.
- After reviewing Plaintiffs Policy, Ray misrepresented that the damage was caused by non-covered penis. Ray used his expertise to fabricate plausible explanations for why visible damage to Plaintiffs Property would not be covered under the policy.
- As stated above, Allstate and Ray improperly and unreasonably adjusted Plaintiffs claim.

 Without limitation, Allstate and Ray misrepresented the cause of, scope of, and cost to

- repair damages to Plaintiffs Property, as well as the amount of insurance coverage for Plaintiffs claim or loss under the Policy.
- Allstate and Ray made these and other false representations to Plaintiffs, either knowingly or recklessly, as a positive assertion, without knowledge of the truth. Allstate and Ray made these false representations with the intent that Plaintiffs act in accordance with the misrepresentations regarding the grossly deficient damage and repair estimates prepared Ray.
- Plaintiffs relied on Allstate and Ray's misrepresentations, including but not limited to those regarding coverage, the cause of, scope of, and cost to repair the damage to Plaintiffs Property. Plaintiffs' damages are the result of Plaintiffs' reliance on these misrepresentations.
- Upon receipt of the inspection and estimate reports from Ray, Allstate failed to assess the claim thoroughly. Based upon Ray's grossly unreasonable, intentional, and reckless failure to investigate the claim properly prior to underpaying coverage, Allstate failed to provide coverage due under the Policy, and Plaintiffs suffered damages.
- 26. Because Allstate and Ray failed to provide coverage for Plaintiffs' insurance claim,
 Plaintiffs have been unable to complete any substantive repairs to the Property. This has
 caused additional damage to Plaintiffs' Property.
- 27. Furthermore, Allstate and Ray failed to perform their contractual duties to Plaintiffs under the terms of the Policy. Specifically, Ray performed an unreasonable and substandard inspection that allowed Allstate to refuse to pay full proceeds due under the Policy, although due demand was made for an amount sufficient to cover the damaged Property,

- and all conditions precedent to recover upon the Policy were carried out by Plaintiffs.
- 28. Allstate and Ray's misrepresentations, unreasonable delays, and continued denials constitute a breach of the statutory obligations under Chapters 541 and 542 of the Texas Insurance Code. Thus, the breach of the statutory duties constitutes the foundation of a breach of the insurance contract between Defendant and Plaintiffs.
- Allstate and Ray's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a) (1). Allstate and Ray have failed to settle Plaintiffs' claim in a fair manner, although they were aware of their liability to Plaintiffs under the Policy. Specifically, Allstate and Ray have failed to, in an honest and fair manner, balance their own interests in maximizing gains and limiting disbursements, with the interests of Plaintiffs by failing to timely pay Plaintiffs coverage due under the Policy.
- 30. Allstate and Ray's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a) (2) (A). Allstate and Ray failed to provide Plaintiffs a reasonable explanation for the underpayment of the claim.
- Additionally, after Allstate received statutory demand on or about 10/08/2019, Allstate has not communicated that any future settlements or payments would be forthcoming to pay for the entire loss covered under the Policy, nor did it provide any explanation for failing to settle Plantiffs claim properly.
- 32. Allstate and Ray's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a) (4). Ray performed a biased and intentionally substandard inspection designed to allow Allstate to refuse to provide full

- coverage to Plaintiffs under the Policy.
- Specifically, Allstate and Ray performed an outcome-oriented investigation of Plaintiffs' claims, which resulted in a biased, unfair, and inequitable evaluation of Plaintiffs' losses on the Property.
- Allstate's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.055. Due to Ray subpar inspection, Allstate failed to reasonably accept or deny Plaintiffs full and entire claim within the statutorily mandated time after receiving all necessary information.
- Allstate's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.056. Due to Ray's intentional undervaluation of Plaintiffs' claims, Allstate failed to meet its obligations under the Texas Insurance Code regarding timely payment of the claim. Specifically, Ray's understatement of the damage to the Property caused Allstate to delay full payment of Plaintiffs' claim longer than allowed, and Plaintiffs have not received rightful payment for Plaintiffs' claim.
- 36. Allstate and Ray's wrongful acts and omissions have forced Plaintiffs to retain the professional services of the attorneys and law firm representing him with respect to these causes of action.

ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY

37. All paragraphs from the fact section of this petition are hereby incorporated into this section.

BREACH OF CONTRACT

- Allstate is liable to Plaintiffs for intentional violations of the Texas Insurance Code, and intentional breach of the common law duty of good faith and fair dealing. It follows, then, that the breach of the statutory duties constitutes the foundation of an intentional breach of the insurance contract between Allstate and Plaintiffs.
- 39. Allstate's failure and/or refusal to pay adequate coverage as obligated under the Policy, and under the laws of the State of Texas, constitutes a breach of Allstate's insurance contract with Plaintiffs.

NONCOMPLIANCE WITH THE TEXAS INSURANCE CODE: UNFAIR SETTLEMENT PRACTICES

- 40. Allstate's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a). All violations under this article are actionable by TEX. INS. CODE §541.151
- 41. Allstate's unfair settlement practice of misrepresenting to Plaintiffs' material facts relating to coverage constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX INS. CODE §541.060(a) (1).
- 42. Allstate's unfair settlement practice of failing to attempt in good faith to make a prompt, fair, and equitable settlement of the claim, even though Allstate's liability under the Policy was reasonably clear, constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a) (2) (A).
- 43. Allstates unfair settlement practice of failing to provide Plaintiffs a prompt and reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for underpayment and denial of the claim, constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a) (3).

44. Allstate's unfair settlement practice of refusing to pay Plaintiffs' full claim without conducting a reasonable investigation constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a) (7).

NONCOMPLIANCE WITH THE TEXAS INSURANCE CODE: THE PROMPT PAYMENT OF CLAIMS

- Allstate's conduct constitutes multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are actionable under TEX. INS. CODE §542.060.
- Allstate's delay in paying Plaintiffs' claim following receipt of all items, statements, and forms reasonably requested and required, for longer than the amount of time provided, constitutes a non-prompt payment of the claim. TEX. INS. CODE §542.058.

BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

- 47. Allstate's conduct constitutes a breach of the common law duty of good faith and fair dealing owed to an insured in insurance contracts.
- Allstate's failure to adequately and reasonably investigate and evaluate Plaintiffs claim, even though Allstate knew or should have known by the exercise of reasonable diligence that liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

DTPA VIOLATIONS

49. Allstate's conduct constitutes multiple violations of the Texas Deceptive Trade Practices Act (DTPA"), TEX. BUS. & COM. CODE 17.41–63. Plaintiffs are consumers of goods and services provided by Allstate pursuant to the DTPA. Plaintiffs have met all conditions

precedent to bring this cause of action against Allstate. Specifically, Allstate's violations of the DTPA include, without limitation, the following matters:

- A. By its acts, omissions, failures, and conduct, Allstate has violated sections 17.46(b)(2), (5), (7), (9), (12), (20) and (24) of the DTPA. Allstate's violations include, (1) unreasonable delays in the investigation, adjustment, and resolution of Plaintiffs claim, (2) failure to give Plaintiffs the benefit of the doubt, and (3) failure to pay for the proper repair of Plaintiffs' property when liability has become reasonably clear, which gives Plaintiffs the right to recover under section 17.46(b)(2).
- B. Allstate represented to Plaintiffs that the Policy and Allstate's adjusting agent and investigative services had characteristics or benefits they did not possess, which gives Plaintiffs the right to recover under section 17.46(b)(5) of the DTPA.
- C. Allstate represented to Plaintiffs that Allstate's Policy and adjusting services were of a particular standard quality, or grade when they were of another, in violation of section 17.46(b) of the DTPA.
- D. Allstate advertised the Policy and adjusting services with the intent not to sell them as advertised in violation of section 17.46(b)(9) of the DTPA.
- E. Allstate breached an express warranty that the damages caused by wind and hail would be covered under the Policy. This breach entitles Plaintiffs to recover under sections 17.46(b) (12) and (20) and 17.50(a) (2) of the DTPA.
- F. Allstate's actions are unconscionable in that Allstate took advantage of Plaintiffs' lack of knowledge, ability, and experience to a grossly unfair degree. Allstate's

- unconscionable conduct gives Plaintiffs a right to relief under section 17.50(a) (3) of the DTPA; and
- G. Allstate's conduct, acts, omissions, and failures, as described in this petition, are unfair practices in the business of insurance in violation of section 17.50(a)(4) of the DTPA.
- 50. Each of the above-described acts, omissions, and failures of Allstate is a producing cause of Plaintiffs' damages. All of Allstate's acts, omissions, and failures were committed "knowingly" and "intentionally," as defined by the Texas Deceptive Trade Practices Act.

CAUSES OF ACTION AGAINST DEFENDANT MARTIN JACKIE RAY, JR.

NONCOMPLIANCE WITH THE TEXAS INSURANCE CODE: UNFAIR SETTLEMENT PRACTICES

- 51. All allegations above are incorporated herein
- 52. Ray's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Claim Settlement Practices Act. TEX. INS. CODE §541.060(a).
- Ray is individually liable for his unfair and deceptive acts, irrespective of the fact that he was acting on behalf of Allstate, because Ray is a "person," as defined by TEX. INS. CODE §541.002(2).
- Ray knowingly underestimated the amount of damage to the Property. As such, Ray failed to adopt and implement reasonable standards for the investigation of the claim arising under the Policy. TEX. INS. CODE §542.003(3).
- 55. Furthermore, Ray did not attempt in good faith to affect a fair, prompt, and equitable settlement of the claim. TEX. INS. CODE §542.003(4).

- Ray's unfair settlement practice of failing to provide Plaintiffs a prompt and reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for partial denial of the claim, also constitutes an unfair method of competition and an unfair and deceptive act or practice. TEX. INS. CODE §541.060(a)(3).
- Ray's unfair settlement practice of failing to attempt in good faith to make a prompt, fair, and equitable settlement of the claim, even though liability under the Policy was reasonably clear, constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(2)(A)

DTPA VIOLATIONS

- 58. All allegations above are incorporated herein.
- Ray's conduct constitutes multiple violations of the Texas Deceptive Trade Practices Act ("DTPA"), TEX. BUS. & COM. CODE 17.41–63. Plaintiffs are consumers of goods and services provided by Ray pursuant to the DTPA. Plaintiffs have met all conditions precedent to bringing this cause of action against Ray. Specifically, Ray's violations of the DTPA include the following matters:
 - A. By this Defendant's acts, omissions, failures, and conduct, Ray has violated sections 1746(b)(2), (5), and (7) of the DTPA. Ray's violations include (1) failure to give Plaintiffs the benefit of the doubt, and (2) failure to write up an estimate reflecting the proper repair of Plaintiffs' Property when liability has become reasonably clear, which gives Plaintiffs the right to recover under section 17.46(b)(2).
 - B. Ray represented to Plaintiffs that the Policy and his adjusting and investigative

- services had characteristics or benefits they did not possess, which gives Plaintiffs the right to recover under section 17.46(b)(5) of the DTPA.
- C. Ray represented to Plaintiffs that the Policy and his adjusting services were of a particular standard, quality, or grade when they were of another, in violation of section 17.46(b)(7) of the DTPA.
- D. Ray's actions are unconscionable in that Ray took advantage of Plaintiffs' lack of knowledge, ability, and experience to a grossly unfair degree. Ray's unconscionable conduct gives Plaintiffs a right to relief under section 17.50(a)(3) of the DTPA; and
- E. Ray's conduct, acts, omissions, and failures, as described in this petition, are unfair practices in the business of insurance in violation of section 17.50(a)(4) of the DTPA.
- 60. Each of Ray's above-described acts, omissions, and failures is a producing cause of Plaintiffs' damages. All acts, emissions, and failures were committed "knowingly" and "intentionally" by Ray, as defined by the Texas Deceptive Trade Practices Act. TEX. BUS. & COM. CODE 17.45.

KNOWLEDGE

Defendant made each of the acts described above, together and singularly, "knowingly," as defined in the Texas Insurance Code, and each was a producing cause of Plaintiffs' damages described herein.

WAIVER AND ESTOPPEL

62. Defendant waived and is estopped from asserting any coverage defenses, conditions, exclusions, or exceptions to coverage not contained in any reservation of rights letter to Plaintiffs.

DAMAGES

- The damages caused to the Property have not been properly addressed or repaired since the claim was made, causing further damage to the Property, and undue hardship and burden to Plaintiffs. These damages are a direct result of Defendants, mishandling of Plaintiffs' claims in violation of the laws set forth above.
- Plaintiffs currently estimate that actual damages to the Property under the Policy are \$19,602.00.
- Plaintiffs would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained. The above-described acts, omissions, failures, and conduct of Defendants have caused Plaintiffs' damages, which include, without limitation, the cost to properly repair Plaintiffs Property and any investigative and engineering fees incurred.
- 66. For breach of contract, Plaintiffs are entitled to regain the benefit of their bargain, which is the amount of their claims, consequential damages, together with attorney's fees.
- For noncompliance with the DTPA and Texas Insurance Code, Unfair Settlement Practices, Plaintiffs are entitled to actual damages, which include the loss of benefits owed pursuant to the Policy, mental anguish, court costs, and attorney's fees. For knowing and intentional conduct of the acts described above, Plaintiffs ask for three (3) times his actual damages. TEX. INS. CODE §541.152 and TEX. BUS. & COM. CODE 17.50(b) (1).

- 68. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiffs are entitled to the amount of his claims, plus an eighteen percent (10%) per annum penalty on those claims, as damages, as well as pre-judgment interest and reasonable attorney's fees.

 TEX. INS. CODE §542.060.
- 69. For breach of the common law duty of good faith and fair dealing, Plaintiffs are entitled to compensatory damages, including all forms of loss resulting from Defendants' breach of duty, such as additional costs, economic hardship, losses due to the nonpayment of the amount Allstate owed, exemplary damages, and damages for emotional distress.
- Defendant's breach of the common law duty of good faith and fair dealing was committed intentionally, with a conscious indifference to Plaintiffs' rights and welfare, and with "malice," as that term is defined in Chapter 41 of the Texas Civil Practices and Remedies Code. These violations are the type of conduct which the State of Texas protects its citizens against by the imposition of exemplary damages. Therefore, Plaintiffs seek the recovery of exemplary damages in an amount determined by the finder of fact sufficient to punish Defendants for their wrongful conduct and to set an example to deter Defendants and others from committing similar acts in the future.
- 71. For the prosecution and collection of this claim, Plaintiffs have been compelled to engage the services of the attorneys subscribed to this pleading. Therefore, under Chapter 38 of the Texas Civil Practices and Remedies Code, sections 541 and 542 of the Texas Insurance Code, and section 17.50 of the DTPA, Plaintiffs is entitled to recover a sum for the reasonable and necessary services of Plaintiffs attorneys in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

As required by Rule 47(b) of the Texas Rules of Civil Procedure, Plaintiffs counsel states that the damages sought are in an amount within the jurisdictional limits of this Court. As required by Rule 47(c)(4) of the Texas Rules of Civil Procedure, Plaintiffs counsel states that Plaintiffs seek only monetary relief of less than \$100,000.00, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees. A jury will ultimately determine the monetary relief actually awarded, however, Plaintiffs also seek pre-judgment and post-judgment interest at the highest legal rate.

REQUESTS FOR DISCLOSURE

Under Texas Rules of Civil Procedure 190 and 194 Plaintiffs request that Defendants disclose, within fifty (50) days from the date this request is served, the information or material described in Rules 190.2(b)(6) and 194.2.

JURY DEMAND

74. Plaintiffs hereby request a jury trial for all causes of action alleged herein, tried before a jury consisting of citizens residing in Harris County, Texas. Plaintiffs hereby tender the appropriate jury fee.

PRAYER

Plaintiffs pray that Defendants, Allstate Vehicle and Property Insurance Company and Martin Jackie Ray, Jr. be cited and served to appear and that upon trial hereof, Plaintiffs recover from Defendants, Allstate Vehicle and Property Insurance Company and Martin Jackie Ray, Jr. such sums as would reasonably and justly compensate Plaintiffs in accordance with the rules of law and procedure, as to actual, consequential, and treble damages under the Texas Insurance Code and Texas Deceptive Trade Practices Act, and all punitive, additional, and exemplary damages as

may be found. In addition, Plaintiffs request the award of attorney's fees for the trial and any appeal of this case, for all costs of Court expended on Plaintiffs behalf, for pre-judgment and post-judgment interest as allowed by law, and for any other relief, at law or in equity, to which Plaintiffs may show themselves justly entitled.

Respectfully submitted,

CHAD T. WILSON LAWFIRM PLLC

By: /s/ Chad T. Wilson

Chad T. Wilson
Bar No. 24079587
Tara L. Peveto
Bar No. 24076621

455 E Medical Center Blvd, Ste 555

Webster, Texas 77598 Telephone: (832) 415-1432 Facsimile: (281) 940-2137 eservice@cwilsonlaw.com

cwilson@cwilsonlaw.com tpeveto@cwilsonlaw.com

ATTORNEYS FOR PLAINTIFFS

CAUSE NUMBER (FOR CLERK USE ONLY):

Case 4:20-cv-00160 Docorren Case Intermediate File Court (For Clerk Use Harris County):

Styled Juan and Shelly Nunez v. Allstate Vehicle and Property Insuran By: CARROLL, JOSHUA D

Jackie Ray, Jr.

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1. Contact information for person	on completing case information	sheet:	Names of parties in c	ase:	Person	or entity completing sheet is:
-		N. Parente	Plaintiff(s)/Petitioner(s			ey for Plaintiff/Petitioner
Name: Chad T. Wilson	Email: cwilson@cwilsonlaw.cor		Juan Nunez		☐Pro Se	Plaintiff/Petitioner
Chad I. Wilson	cwiison@cwiisoniaw.cor	1	Shelly Nunez		Other:	V-D Agency
	_		D C 1 (()/D 1			
Address:	Telephone:		Defendant(s)/Respond		. A 1112	ID C COLLEG
455 E Medical Center Blvd., Ste 5	555 832-415-1432		Allstate Vehicle		<u>√</u> Additiona	al Parties in Child Support Case:
			Insurance Comp		Custodiał	Parent:
City/State/Zip:	Fax:		Martin Jackie Ra	<u>ay, Jr.</u>		
Webster, TX 77598	281-940-2137			4 P 4 P - 6	, New Y) odial Dananti
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2. Indicate case type, or identify	the most important issue in th	e case (sete	a only 1);		Fare	ily Law
	Civii			9	F am	Post-judgment Actions
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Consumer/DTPA	Construction		ndemnation	Declare Ma	ırriage Void	☐Modification—Custody
☐Debt/Contract☐Fraud/Misrepresentation	☐Defamation Malpractice		tition iet Title	<i>Divorce</i> □With Ch	ildran	☐Modification—Other
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Home Equity—Expedited	Other Professional					Support Order
☐Other Foreclosure☐Franchise	Liability:	R	elated to Criminal			
☐Insurance	Motor Vehicle Accident		Matters	Other Far	nily Law	Parent-Child Relationship
☐Landlord/Tenant	Premises		punction	☐Enforce Fo	reign	☐Adoption/Adoption with
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☐Partnership☐Other Contract:	Asbestos/Silica		n-Disclosure zure/Forfeiture	☐Habeas Co: ☐Name Chai		☐Child Protection ☐Child Support
Other Contract:	Other Product Liability List Product:		it of Habeas Corpus—	Protective		Custody or Visitation
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Employment Discrimination	Administrative Appeal	ner Civil	Dissiplins			Other Parent-Child:
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Termination	Competition		curities/Stock			
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Other Employment:	Foreign Judgment	□Oth	ner:			
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3. Indicate procedure or remedy Appeal from Municipal or Jus		<i>than 1):</i> laratory Juda	ament	II □Pn	ejudgment Ren	nedv
Appear from Municipal of Just		nishment	Sment		otective Order	neay
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☐Certiorari ☐Class Action	□Man	damus -judgment			emporary Restra irnover	aining Order/Injunction
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4. Indicate damages sought (do not select if it is a family law case): Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees						
Less than \$100,000, including Less than \$100,000 and non-n		costs, expe	ases, pre-judgment intere	st, and attorney b	ees	
Over \$100,000 but not more the						
Over \$200,000 but not more the						
Over \$1,000,000						



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December 11, 2019

Harris County District Clerk					
Marilyn Burgess					
201 Caroline, Suite 420					
Houston, Texas 77002					
	nelly Nunez v. Allstate Vehicle and Property Insurance :; In the Judicial District Court, Harris County,				
Dear Ms. Burgess:					
Please prepare two civil process cita	tions via e-issuance for the following parties:				
Allstate Vehicle and Property Insurance Co	mpany				
• •	• •				
1999 Bryan Street, Suite 900					
Dallas, Texas 75201-3136					
~And~					
Martin Jackie Ray, Jr.					
2406 Frank Avenue, Apt. 109					
Lufkin, Texas 75904-8367					
I was do not on dishort them is shown of	nathia anni an Teann addisional information is maded				
I understand that there is a charge for this service. If any additional information is needed, feel free to contact this office. Thank you for your cooperation and assistance.					
	Sincerely yours,				
	Chad T. Wilson Texas State Bar No. 24079587 CWilson@cwilsonlaw.com				



201 Caroline | P.O. Box 4651 | Houston, Texas 77210-4651 | 832-927-5800 | www.hcdistrict.clerk.com

Uhtxh CASE NUMBER:	ɪw#ru#wxdqfh#r#/huylfh# CURRENT COURT:	
Name(s) of Documents to be served: Plaintiffs' Origin	al Petition, Jury Demand, And	Request For Disclosure
FILE DATE: <u>12/11/2019</u>	_Month/Day/Year	
SERVICE TO BE ISSUED ON (Please List Exa	ctly As The Name Appears In T	The Pleading To Be Served):
Issue Service to: Allstate Vehicle and Propert	y Insurance Company	
Address of Service: 1999 Bryan Street, Suite 9	<u>900</u>	
City, State & Zip: Dallas, Texas 75201-3136		
Agent (if applicable) <u>CT Corporation System</u>		
TYPE OF SERVICE/PROCESS TO BE ISS	SUED: (Check the proper Box)	
☐ Citation ☐ Citation by Posting ☐	Citation by Publication	☐ Citations Rule 106 Service
Citation Scire Facias	Newspaper	_
☐ Temporary Restraining Order ☐	Precept	☐ Notice
☐ Protective Order		
☐ Secretary of State Citation (\$12.00) ☐	Capias (not an E-Issuance)	Attachment
☐ Certiorari ☐	Highway Commission (\$12	.00)
Commissioner of Insurance (\$12.00)	Hague Convention (\$16.00)	☐ Garnishment
☐ Habeas Corpus	Injunction	☐ Sequestration
☐ Subpoena		
Other (Please Describe)		
(See additional Forms for Post Judgment Se	rvice)	
SERVICE BY (check one):		
ATTORNEY PICK-OP (phone) MAIL to attorney at:		nnce by District Clerk vice Copy Fees Charged)
CONSTABLE		red with EfileTexas gov must be
CERTIFIED MAIL by District Clerk	used to retrieve the E-Is	suance Service Documents.
	Visit www.hedistricteie	rk.com for more instructions.
☐ CIVIL PROCESS SERVER - Authorized	l Person to Pick-up:	Phone:
OTHER, explain		
Issuance of Service Requested By: Attorney/	_	
Mailing Address: 455 East Medical Center Blvd	d., Suite 555, Webster Texas 7	7598
Phone Number: 832-412-1432		



201 Caroline | P.O. Box 4651 | Houston, Texas 77210-4651 | 832-927-5800 | www.hcdistrict.clerk.com

CASE NUMBER:	w#iru#wxdqfh#ri#/huylfh# CURRENT COURT:		
Name(s) of Documents to be served: Plaintiffs' Origina	al Petition, Jury Demand, And	Request For Disclosure	
FILE DATE: <u>12/11/2019</u>	Month/Day/Year		
SERVICE TO BE ISSUED ON (Please List Exac	ctly As The Name Appears In T	he Pleading To Be Served):	
Issue Service to: Martin Jackie Ray, Jr.			
Address of Service: 2406 Frank Avenue, Apt.	<u>109</u>		
City, State & Zip: <u>Lufkin, Texas 75904-8367</u>			
Agent (if applicable)			
TYPE OF SERVICE/PROCESS TO BE ISS	UED: (Check the proper Box)		
☐ Citation ☐ Citation by Posting ☐	Citation by Publication	☐ Citations Rule 106 Service	
☐ Citation Scire Facias	Newspaper	-	
☐ Temporary Restraining Order ☐	Precept	☐ Notice	
☐ Protective Order			
☐ Secretary of State Citation (\$12.00) ☐	Capias (not an E-Issuance)	☐ Attachment	
☐ Certiorari ☐	Highway Commission (\$12.	00)	
☐ Commissioner of Insurance (\$12.00) ☐	Hague Convention (\$16.00)	☐ Garnishment	
☐ Habeas Corpus	Injunction	☐ Sequestration	
☐ Subpoena			
Other (Please Describe)			
(See additional Forms for Post Judgment Ser	rvice)		
SERVICE BY (check one):	M		
☐ ATTORNEY PICK-OP (phone) ☐ MAIL to attorney at:	PRNEY PICK-UP (phone)		
CONSTABLE	Note: The email registered with Effle Texas gov must be		
CERTIFIED MAIL by District Clerk	used to retrieve the E-Issuance Service Documents. Visit www.hcdistrictclerk.com for more instructions.		
	VISH WWW.HCGISHICICIC	K.COM FOR HIGHE HISTOCHORIS.	
☐ CIVIL PROCESS SERVER - Authorized	Person to Pick-up:	Phone:	
OTHER, explain			
Issuance of Service Requested By: Attorney/F	Party Name: _Chad T. Wilson	Bar # or ID <u>24079587</u>	
Mailing Address: 455 East Medical Center Blvd	l., Suite 555, Webster Texas 77	7598	
Phone Number: 832-412-1432			

Marilyn Burgess - District Clerk Harris County Envelope No. 39442813

By: Kimberly Garza

Receipt Number: 855664 Filed: 12/20/2019 3:58 PM

Tracking Number: 73704479

EML

COPY OF PLEADING PROVIDED BY PLT

CAUSE NUMBER: 201987572

PLAINTIFF: NUNEZ, JUAN

In the 151st Judicial

VS.

District Court of

DEFENDANT:

ALLSTATE VEHICLE AND PROPERTY

Harris County, Texas

INSURANCE COMPANY

CITATION

THE STATE OF TEXAS County of Harris

TO: ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY BY SERVING ITS REGISTERED AGENT

CT CORPORATION SYSTEM

1999 BRYAN STREET SUITE 900

DALLAS TX 75201-3136

Attached is a copy of PLAINTIFFS ORIGINAL PETITION, JURY DEMANDAND REQUEST FOR DISCLOSURE.

This instrument was filed on December 12, 2019, in the above numbered and styled cause on the docket in the above Judicial District Court of Harris County, Texas, in the courthouse in the City of Houston Texas. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the Digrict Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

ISSUED AND GIVEN UNDER MY HAND and seal of said Court, at Houston, Texas, this December 12, 2019.



Marilyn Burgess

Marilyn Burgess, District Clerk Harris County, Texas 201 Caroline, Houston, Texas 77002

Generated By: JOSHUA CARROLL

Issued at request of:
Wilson, Chad T
455 EAST MEDICAL CENTER BLVD SUITE 555
WEBSTER, TX 77598-0000
832-415-1432

Bar Number: 24079587

	Tracking Number: 73704479
	EML
CAUSE NUMBER: 2019875	72
PLAINTIFF: NUNEZ, JUAN	In the 151st
vs.	Jud cial District Court
DEFENDANT: ALLSTATE VEHICLE AND PROPERTY	Harris County, Texas
INSURANCE COMPANY	© large country, lexas
E CONTRACTOR DE	
Came to hand at Octock A M.	10
December , 2019.	on the 18 day of
Executed at (address) 1999 1349 St St 900 13-115], T in Malas County	10677 x
at 11:48 o'clock M., on	the day of
by delivering to Alster Vericle and hopery Instruction the	10 19, who wished apoli cramonal Transfer though 10th His
in person, a true copy of this Citation together with the accompanying	copy(ies) of the
attached thereto and I endorsed on said copy of the C	itation the date of delivery.
To certify which I affix my hand official	
FEE: \$	
	of
County, Texas ISC (Cost As Iso	
Afriant By:	Deputy
on this part John Buford JR	, known to me to be
the person whose signature appears on the foregoing return, personally appeared	After being by me duly grown
he/she stated that this citation was executed by him on the return.	/her in the exact manner recited
sworn to and subscribed before me	on this 19 of
	eat & Back
HEATHER L BORK Notary Public, State or Texas	Notary Public
Comm. Expires 03-14-2021 Notary ID 129357186	
William Morad in 15201, 150	

Marilyn Burgess - District Clerk Harris County
Envelope No. 39540150

By: Lisa Thomas Filed: 12/30/2019 8:21 AM

CAUSE NO. 2019-87572

JUAN AND SHELLY NUNEZ,

IN THE DISTRICT COURT

Plaintiffs,

V.

151ST JUDICIAL DISTRICT

ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY AND MARTIN JACKIE RAY, JR.,

HARRIS COUNTY TEXAS

Defendant.

DEFENDANTS' ORIGINAL ANSWER AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY,
Defendants in the above styled and numbered cause of action, and in response to the complaints
filed against them, would respectfully show unto this Honorable Court and Jury as follows:

I. GENERAL DENIAL

Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendant generally denies each and every, all and singular, the allegations contained within Plaintiff's Original Petition, and demand strict proof thereon by a preponderance of the credible evidence in accordance with the Constitution and laws of the State of Texas.

II. SPECIFIC DENIALS

In addition to any Notice required by the applicable insurance policy, Defendant denies that Plaintiff provided the pre-suit Notice required by Chapter 542A.003 of the Texas Insurance Code and Texas Business & Commerce Code § 17.505 (Texas Deceptive Trade Practices Act). Plaintiff's failure to provide the required notice under §542A.003 prior to the filing of this action constitutes a breach of that statute. Because Plaintiff's failed to give the notice required by

§542A.003(b)(2) before filing this action, Plaintiffs are not entitled to recover attorneys' fees incurred after the date this defense was pled.

Plaintiffs' claims are barred, in whole or in part, by policy exclusions and/or limitations which are listed in the policy made the basis of this suit. All or part of Plaintiff's claims are excluded by the applicable insurance policy.

Plaintiffs failed to allege conduct warranting imposition of exemplary or punitive damages under applicable state law. Defendant asserts the limitations and restrictions contained in Chapter 41 of the Texas Civil Practice and Remedies Code.

Defendant hereby gives notice that it intends to rely upon such other defenses as may become available or apparent during the course of discovery and thus reserves its right to amend this answer.

III. REQUEST FOR DISCLOSURE

Pursuant to Texas Rules of Civil Procedure, Defendant requests that Plaintiff disclose within thirty days of service of this request, the information and material described in Rule 194.2(a) through (l). If this case was filed as an Expedited Action under TRCP 47(c)(1) and/or TRCP 190.2, Defendant further requests disclosure of any and all documents, electronic information, and tangible items that you have in your possession, custody or control and which may be used to support your claims or defenses.

IV. JURY DEMAND

Defendant formally requests a jury trial pursuant to Rule 216 of the Texas Rules of Civil Procedure and tenders the jury fee.

V. DESIGNATED E-SERVICE EMAIL ADDRESS

The following is the undersigned attorney's designation of electronic service email address for all electronically served documents and notices, filed and unfiled, pursuant to Tex.R.Civ.P.

Nunez, et al. vs. Allstate, et al. Defendants' Original Answer and Request for Disclosure 0545261273.1 21(f)(2) & 21(a). (<u>HoustonLegal@allstate.com</u>). This is the undersigned's ONLY electronic service email address, and service through any other email address will be considered invalid.

VI. PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendants, ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY, prays that the Plaintiff recover nothing of and from the Defendants by reason of this suit, that Defendants be discharged without delay, with costs of court, and for such other and further relief, both general and special, at law and in equity, to which Defendants may show itself justly entitled, and for which Defendants will in duty bound, forever pray.

Respectfully submitted,

SUSAN L. FLORENCE & ASSOCIATES

MICHAEL MAUS

TBN: 24008803

811 Louisiana St Ste 2400

Houston, TX 77002-1401

HoustonLegal@allstate.com

(713) 336-2842

(877) 684-4165 (fax)

ATTORNEY FOR DEFENDANT
ALLSTATE VEHICLE AND PROPERTY

INSURANCE COMPANY

ERTIFICATE OF SERVICE

Pursuant to Rules 21. and 21a. of the Texas Rules of Civil Procedure, I hereby certify that the original of Defendants' Original Answer has been filed with the clerk of the court in writing, and a true and correct copy of Defendants' Original Answer has been delivered to all interested parties on the 30TH day of December, 2019, to:

Chad T. Wilson
Tara L. Peveto
CHAD T. WILSON LAW FIRM PLLC
455 E Medical Center Blvd, Ste 555
Webster, Texas 77598
eservice@cwiIsonlaw.com

ATTORNEYS FOR PLAINTIFFS

VIA E-SERVE

MICHAEL MAUS

Page 29 of 30 1/2/2020 1:14 PM Marilyn Burgess - District Clerk Harris County

Envelope No. 39612902 By: SHANNON NORTH-GONZALEZ

Receipt Number: 855664 Filed: 1/2/2020 1:14 PM

Tracking Number: 73704485

EML

COPY OF PLEADING PROVIDED BY PLT

CAUSE NUMBER: 201987572

PLAINTIFF: NUNEZ, JUAN

In the 151st Judicial

VS.

District Court of

DEFENDANT:

ALLSTATE VEHICLE AND PROPERTY

Harris County, Texas

INSURANCE COMPANY

CITATION

THE STATE OF TEXAS County of Harris

TO: RAY, MARTIN JACKIE (JR) 2406 FRANK AVENUE APT 109 LUFKIN TX 75904-8367

Attached is a copy of PLAINTIFFS ORIGINAL CETITION, JURY DEMANDAND REQUEST FOR DISCLOSURE.

This instrument was filed on December 11, 2019, in the above numbered and styled cause on the docket in the above Judicial District Court of Harris County, Texas, in the courthouse in the City of Houston, Texas. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default diagment may be taken against you.

ISSUED AND GIVEN UNDER MY MAND and seal of said Court, at Houston, Texas, this December 12, 2019.



Marilyn Burgess

Marilyn Burgess, District Clerk Harris County, Texas 201 Caroline, Houston, Texas 77002

Generated By: JOSHUA CARROLL

Issued at request of:
Wilson, Chad T
455 EAST MEDICAL CENTER BLVD SUITE 555
WEBSTER, TX 77598-0000
832-415-1432

Bar Number: 24079587

Tracking	Number:	73704485
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	~ A	

CAUSE NUMBER: 201987572	
PLAINTIFF: NUNEZ, JUAN	In the 151st
vs.	Judicial District Court
DEFENDANT: ALLSTATE VEHICLE AND PROPERTY	Harris County, Texas
INSURANCE COMPANY	
OFFICER/AUTHORIZED RERSON RE	TURN
in County	on the 16th day of 15on, Tx 75of
December 20	the day of
by delivering to Markin Jackie Ray in person, a true copy of this	defendant,
Citation together with the accompanying _	copy(ies) of the
attached thereto and I endorsed on said copy of the Cit	3:
To certify which I affix my hand 19fficial. FEE: \$ 75	ly this A day of
	of
County, Texas North Book PSCH8133 By:	
On this day Heather Bork	Deputy , known to me to be
the person whose signature appears on the foregoing return, personally appeared.	After being by me duly sworn.
he/she stated that this citation was executed by him/hoon the return.	er in the exact manner recited
SWORN TO AND SUBSCRIBED BEFORE ME Decombes 20 19	on this 3184 of
DAISY GARCIA Notary Public, State of Texas	Hotary Public

DAISY GARCIA

Notary Public, State of Texas

Comm. Expires 10-03-2022

Notary ID 131747948